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CA Approval

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JB Approval

REGIONAL FARE COORDINATION SYSTEM

CHANGE ORDER NO. 2

CONTRACTOR: ERG Transit Systems (USA) Inc.
CONTRACT NUMBER: 229944

This Change Order to Contract #229944 ("Change Order") is executed as of 5/4/04, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

- B. Effective September 12, 2003, the Agencies and the Contractor executed Change Order No. 1 to authorize the Contractor to proceed with Conceptual Design activities with respect to King County's Radio Control Unit design and development.
- C. The Agencies and the Contractor desire to enter into this Change Order No. 2 to make contract clarification changes as summarised in Exhibit A "Summary of Contract Clarifications". Capitalised terms used, but not defined, in this Change Order shall have the meaning given in the Contract.

Agreements

The Agencies and the Contractor hereby agree to amend the Contract per the changes described in Exhibit A, "Summary of Contract Clarifications".

1. PRICE AND PAYMENT

The Agencies and the Contractor agree that the changes in Exhibit A require no change to the Contract price.

2. NO OTHER MODIFICATIONS

Except as expressly amended by this Change Order, the Contract remains in full force and effect.

Attachments:

Exhibit A – Summary of Contract Clarifications

Exhibit B – Item No. 12 from Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 2 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) inc.

RFC Project

By: MC Nash
Its: General Manager

By: Candace Carlson
Candace Carlson
RFC Contract Administrator

Date: 4/30/04

Date: 5/4/04

Central Puget Sound Regional Transit Authority

City of Everett

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

King County

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____
Its: _____
Date: _____

Change Order No. 2 - EXHIBIT A
Summary of Contract Clarification Changes
Regional Fare Coordination Project
Contract No. 229944

Updated: April 12, 2004

#	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
1	Update the number of copies of deliverables / documentation from ERG to be 9.	a) Division I, Sections: 26.3(d) and 27.5 b) Division II, Sections: i) 11.2.2.1(b) ii) 11.2.2.2(c) iii) 11.2.2.3(g) iv) 11.6.1.1(a) c) Division III, Sections: i) 1.8.1(c) ii) 1.8.2.4 iii) 1.8.2.5	Revise the listed contract sections to require nine (9) copies of deliverables / documentation.
2	Remove references to "Unattended Revalue Devices"	6.II – 7.2.1(f) 6.II – 9.1(d) 6.III – 13.3.4.4(c)(i)	Delete item Delete item Change "Sales by retail/kiosk location..." to "Sales by retail location..."
3	Change submittal of CDRL 28 (Training Program Plan) to fall within the CDR (outline), PDR (draft version) and FDR (final version) delivery cycle.	6.II – 12.1.1 Attachment H	Delete the following sentence: "Both Training Program Plans are to be submitted to the Contract Administrator for approval no later than one hundred and fifty (150) days after Notice To Proceed." In the CDRL References row, add "28" to the CDRLs listed under Conceptual Design Review, Preliminary Design Review, and Final Design Review & Baseline.

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4	Update electronic voucher redemption rules.	6.II-2.1.1.2(b)	Per Business Rule 15 regarding the electronic voucher, 6.II-2.1.1.2 (b) should be updated as follows: "If the voucher has not been redeemed <u>within the month</u> , the unredeemed value shall be credited to the institution."
5	Per agreement with ERG on 4/7/04, item #5 deleted due to conflict with item #6.		
6	Correct contract language to reflect that ERG will not generate the billing to institutions.	6.II-2.2.1(i)	<p>Change clause(s) to:</p> <ul style="list-style-type: none"> i. <i>Unchanged.</i> ii. The agencies shall be responsible for flexible billing options that allow the institution to pay over time (e.g. partial billing monthly; 50% @ 30 days, 50% @ 90 days, etc.). iii. <i>Unchanged.</i> iv. <i>Unchanged.</i> v. A penalty shall be applied by the agency to any outstanding balance due for that invoice. The penalty shall be fixed at a rate not to exceed that allowable under State of Washington law. Any payment not received by the agency within thirty (30) days of receipt of a billing invoice is past due.
7	Correct inconsistency between the contract Division II and Price Sheets.	6.II – 3.5	<p>Remove "(Option)" from section title.</p> <p>6.II – 3.5 Local Inventory System should not be listed as an Option. Per the price sheets, it is to be included as standard functionality (Exhibit B – Page 11 "Inventory System Software (CARM)" In the contract).</p>
8	Revise requirement to clearly state the agencies' position on revenue settlement, independent of the daily transaction reporting – which shall occur prior to revenue settlement.	6.II – 5.2.2(e)	<p>5.2.2 "Reconciliation and Settlement"</p> <p>Replace item (e) with the following:</p> <p>(e) "Revenue shall not be settled until the funds for the transaction are received (or memo posted in the event funds are received and held in an Agency account) by the clearinghouse system."</p>
9	Update King County Metro	6.II – 11.1.2.3(f)	Update Section 6.II – 11.1.2.3(f) for King

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	implementation criteria		County Metro per the attached Exhibit B .
10	Correct references to farebox integration requirements (other than the specified Option)	Figure II – 11.3	Remove the Design Review item 103.05 (Electronic Farebox Integration).
11	Update references to magnetic card "reader-encoders"	Figure II – 11.3, DR 108.02 Figure III – 11.1	Change "magnetic card reader-encoder" to "magnetic card reader"
12	Correct Contract reference for the Contract Close-out Plan	Figure II – 11.6	Change Figure II – 11.6 CDRL 41 to "3.I-85".
13	Revise CDR submittal requirements	Figure II – 11.6	<p>1. Add note (3) to Figure II – 11.6 stating:</p> <p>"(3) CDRL may be submitted with narrative description of purpose at Conceptual Design Review. No outline required. The review of such narrative statements shall be performed in accordance with Section 3.1-27.5 of the Contract. The acceptance criteria shall be that the narrative satisfactorily demonstrates the contractor's comprehension of the CDRL purpose and the contractor's role and responsibilities to perform the work required."</p> <p>2. Add "(3)" in Notes column for the following CDRLs:</p> <p>CDRL 6 – NSF Plan CDRL 8 – Maintenance Plan CDRL 30 – National Architecture Conformance CDRL 31 – System Availability Plan CDRL 41 – Contract Close Out</p>
14	Clarify card blocking process	6.III – 2.2.1(f)	<p>New language</p> <p>The fare card shall support blocking of Agency issued cards and blocking of the RFCS application on a third party issued card.</p> <p>i. Requests for card unblocking shall be allowed by an authorized customer service representative only.</p>

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			<p>ii. The fare card shall support blocking only the RFCS application on a non-Agency issued card in a multi-application environment.</p> <p>iii. The blocking and unblocking function shall be controlled by the clearinghouse in accordance with the RFCS policy.</p>
15	Clarify data requirements for fare card to exclude the disposable card	6.III – 2.4.3	<p>New language</p> <p>The following minimum data segments shall be provided on the “normal (non-disposable) fare” card (DR 101.05)</p>
16	Update fare card data fields	6.III – 2.4.3.1	Remove the data field “Value loading restriction code” and corresponding comments.
17	Update ride history detail records. Note that the requirements identified under section 6.III-2.4.3.2 are UNchanged . The agencies retain the need to “collect running totals of daily and/or monthly fare amounts paid to enable special fare arrangements or discounts to be applied according to usage rate.”	6.III – 2.4.3.6(a)	Change “ten rides for each Agency” to “the last ten (10) transactions system wide.”
18	Correct Figure III – 3.2 IP rating	Figure III – 3.2	Update Figure to indicate that an IP 44 rating is needed for the following on-board devices: OBFTP, DDU and RCU.
19	Update FTP language	6.III-3.3.1(e)	<p>New language</p> <p>“Initiate the display of results on the customer (and any other applicable) displays. Once initiated, the results shall be displayed within an additional 250 ms on the customer (and any other applicable) display.”</p>
20	Update FTP language	6.III-3.4.2(b)	<p>New language</p> <p>(b) Provisions shall be incorporated to clear any liquids that may enter the device or condensation that may develop.</p>
21	Update FTP language	6.III-3.6.2(c)	<p>New language</p> <p>“It shall be possible to manually</p>

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			upload/download data files in the event of a primary data path failure through an RS232 port."
22	Add a configuration data (CD) configurable timeout period to minimize operator keystrokes and to conserve battery power on the P-FTP	6.III-8.2(c)	<p>New language</p> <p>"Except as noted in (e), the PFTP shall require no interaction other than the tag of a card within an Agency-configurable timeout period to perform card inspections. The timeout period shall automatically reset in the event of any of the following:</p> <ul style="list-style-type: none"> i. The card inspection mode of the PFTP has been selected. ii. Inspection mode is re-activated by the inspector after a timeout. iii. A previous inspection has been completed."
23	Per agreement with ERG on 4/13/04, item #23 is deleted and will be included in a future change order.		
24	Clarify CST sign-on process Update "Program Manager" to standard terminology of " <i>Contract Administrator</i> ". This title reference was missed in the global update of the document.	6.III – 11.2.6(a)	<p>Replace title with correct terminology</p> <p>"For an Agent to sign on, the following procedure shall be followed. Additionally, the Agent shall be required to unlock the CST cash drawer with a key to gain access to the drawer. The Contractor shall provide to the <i>Contract Administrator</i> five (5) sets of all CST keys a minimum of 60 days prior to the delivery of the first CST."</p>
25	Clarify CST sign-on process	6.III – 11.2.6(b)-(c)	<p>New language</p> <ul style="list-style-type: none"> (b) "Agent enters their PIN." (c) "Agent tags their valid operator smart card. The CST shall compare the PIN encoded on the smart card with the PIN entered and the CST shall only be operable when the two match." (d) "The CST shall be able to track incorrect Operator sign-on attempts, and shall block the Operator card after a configurable number of failed attempts."

#	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
			(e) "The CST shall automatically record all operator sign-on and sign-off attempts. Locking the CST cash drawer shall have no effect on Agent's data. If an Agent has not signed-off, the sign-on of a subsequent Agent shall cause an automatic sign-off for the first operator without loss of any data."
26	Clarify CST training functions	6.III – 11.2.8(b)	New language "In training mode the CST shall only be capable of loading value onto smart cards issued as special Training Cards, and that these training cards cannot be used with the operational system."
27	Change point of size determination of CST monitor.	6.III – 11.4.1(c)	Replace "This will be determined at Conceptual Design Review (CDRL 1)." with "This will be determined at Preliminary Design Review (CDRL 2)."
28	Correct <u>administrative</u> day for all agencies	6.III – 13.2.2.1(c) 6.III – 13.2.2.2(d) 6.III – 13.2.2.3(c) 6.III – 13.2.2.4(c) 6.III – 13.2.2.5(d) 6.III – 13.2.2.6(c) 6.III – 13.2.2.7(c)	Update <u>administrative</u> day for all agencies to be 8AM to 5PM
29	Delete agency-specific (Community Transit) report on interest earnings	6.III – 13.3.4.4(c)(ii)	Delete item
30	Update Exhibit 6 to reflect that the agencies require NO "proof of ownership" to link an anonymous card. The linking function can take place via any method that has agency customer service support.	Exhibit 6, Section 4.9	New language "Anonymous fare cards can be linked at an Agency customer service office, by phone, by mail, or through the program web site."
31	Provide missing Attachment A to Exhibit 13	Exhibit 13	ERG to provide Attachment A ("A list of RFC System Software") to Exhibit 13.

#	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
32	Update Attachment H to correctly indicate that CDRL 2 is the deliverable for PDR – not CDRL 1.	Attachment H	Attachment H of the contract the “Preliminary Design Review” column indicates that CDRL 1 is to be included in the PDR submission. That is a typo and should indicate CDRL 2. Attachment H will be changed to show CDRL 2 as a deliverable for Preliminary Design Review instead of CDRL 1.

Change Order No. 2 - EXHIBIT B
Change Order Item No. 12 from Exhibit A Table
Regional Fare Coordination Project
Contract No. 229944

No. 9 - Update King County Metro Implementation Criteria

Section 6.II-11.1.2.3 King County Metro

(f) Implementation of the RFCS in King County shall be coordinated with the work of other contractors and the implementation of other on-board systems. Two devices, the Driver Display Unit (DDU - Section 6.III-6) and Radio Control Unit (RCU - Section 6.8.3) are integral to King County's on-board systems projects. These timelines are to support other projects and do not supercede equipment delivery requirements of the RFCS implementation set forth in Contract Section 6.II-11 System Implementation. Within ~~46~~ 20 months of Notice to Proceed, these and other related devices shall be delivered as described below.

- i. ~~Pre-production prototype~~ Production (or pre-production, if production equipment not yet available) DDUs shall be delivered to King County in quantities required for development. These will be used by King County and designated contractors to develop other on-board system devices and applications.
- ii. The ~~prototype~~ DDU shall have the production hardware, operating system, user interfaces, and data interfaces, as well as the core application software required to operate the device, program and operate the keys and display, and create, send and receive messages to other devices. Full functionality of RFCS-specific application software is not required.
- iii. DDU software and documentation shall be provided such that application and interface development can proceed on the DDU and other on-board devices (by King County or designated contractors).
- iv. ~~Pre-production~~ Production (or pre-production, if production equipment not yet available) ~~prototype~~ RCUs shall be delivered to King County in quantities required for development. These RCUs shall have the production hardware, operating system, and data interfaces required to operate the devices. Final documentation shall be delivered.
- v. ~~Final~~ Production Wireless Data On-Off Load Systems (WDOLS - Section 6.III-7) and production (or pre-production, if production equipment not yet available) ~~pre-production~~ Data Collection Systems (DACS - Section 6.III-12) shall be delivered to King County in quantities required for development. These will be used to develop and test data transfer from the vehicle to the DACS. Both devices shall be supplied with the hardware, software and documentation required to conduct this development. Full functionality of RFCS-specific application software is not required.

(g) Within ~~18~~ 30 months of Notice to Proceed, final production DDUs and RCUs shall be delivered in quantities to support the ~~RFCS Beta test, as well as~~ a separate KCM on-board systems beta test (by others). Estimated quantities for both tests are included in Appendix A.